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with a request that it be corrected and returned to them on their account. The abstracter undertook to correct the abstract and returned it as correct to the firm which sent it. The abstracter neglected to note one lien upon the land, thereby causing loss to the plaintiff, for which he brings action. *Held*, that he may recover. *Young v. Lohr* (1902),—Iowa—, 92 N. W. Rep. 684.

Conceding it to be the general rule that the liability of the abstracter is based upon contract (*Russell v. Abstract Co.*, 87 Iowa 233, 54 N. W. 212, 43 Am. St. Rep. 381), it was contended that there was no privity of contract between the plaintiff and the defendant which would justify recovery; and the case of *Bank v. Ward*, 100 U. S. 195, 25 L. ed. 621, was relied upon. The court, however, declared that case to be distinguishable and held that the case at bar fell within the familiar rules permitting an undisclosed principal to enforce contracts made on his account by his agent, citing *MECHEM AGENCY* § 769; 1 AM. AND ENG. ENC. LAW (2d ed.) 1168.

AGENCY—LIABILITY FOR ACTING WITHOUT AUTHORITY.—Edgar Oliver and Frederick William Oliver held as trustees certain consols and Bank of England stock, transferable only on the books of the bank. By the second Oliver, a firm of stock brokers were given a power of attorney to sell and transfer the property, said power being signed by him and the signature of the other trustee being forged. The brokers had no knowledge of the forgery and were innocent of any fraud. In accordance with the statute the bank upon demand by the brokers, transferred the stock upon its books, relying upon the power. In a suit to compel the bank to replace the property brought by Edgar Oliver, the surviving trustee, in which the stock-brokers had been joined by proper notice, *Held*, that the brokers were liable to the bank in all damages which the corporation might suffer. *Oliver v. Governor & Co. of the Bank of England* [1902], 1 Ch. 610, 86 Law Times Rep. 248.

The liability of the agent was based upon the implied warranty of authority which the court of appeals concluded was raised by implication of the law, when the agent demanded under the statute that the transfer be made upon the books of the bank. In an extended criticism in the *Law Quarterly Review*, Oct., 1902, p. 364, the decision is characterized as an unwarranted extension of the rule which applies in the case of contracts induced by innocent misrepresentations. The decision seems to be sustained, however, by the cases of *Collen v. Wright*, 8 El. & Bl. 647, 27 L. J. Q. B. 275, and *Firbanks Ex'rs v. Humphreys*, 18 Q. B. D. 54, 56 L. J. Q. B. 57, cited by the court. In *Collen v. Wright* (*supra*), it was held that a warranty of authority would be implied where the representations led to a contract. The case of *Firbanks Ex'rs v. Humphreys* (*supra*), extends the rule to other transactions than contracts, which were induced by the misrepresentations. In the United States it has long been recognized that an agent who falsely, though innocently, represents himself as clothed with authority and thereby induces a third person to enter into a contract with his alleged principal, is liable to the injured party upon his express or implied warranty of authority. *White v. Madison*, 26 N. Y. 117; *MECHEM ON AGENCY*, Sec. 549, p. 384 (see also cases cited in notes). There is a division of the authorities on the question whether the agent should be held liable on the contract itself as principal, *Solomon v. Penoyar*, 89 Mich. 11; *Terwilliger v. Murphy*, 104 Ind. 32; although the weight of authority is against direct liability. *Johnson v. Welch*, 42 W. Va. 18, 24 S. E. 585; 1 AM. AND ENG. ENCYL. OF LAW, p. 401.

AGENCY—DUTY TO EXERCISE GOOD FAITH—COMMISSIONS.—An agent agreed to sell lands and receive as commissions all that he might obtain over